

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

Paulo B. McKeeby (SBN 00784571)  
*Admitted Pro Hac Vice*  
Email: pmckeeby@reedsmith.com  
REED SMITH LLP  
2501 N. Harwood Street  
Suite 1700  
Dallas, TX 75201  
Telephone: +1 469 680 4200  
Facsimile: +1 469 680 4299

Garrett C. Parks (SBN 297971)  
Email: gparks@reedsmith.com  
REED SMITH LLP  
101 Second Street  
Suite 1800  
San Francisco, CA 94105-3659  
Telephone: +1 415 543 8700  
Facsimile: +1 415 391 8269

Attorneys for Defendant  
TYLER TECHNOLOGIES, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MARIANNE KOHLMANN,

Plaintiff,

vs.

TYLER TECHNOLOGIES, INC., an entity; and  
DOES 1 through 25, inclusive,

Defendants.

Case No. 3:20-cv-00861 JCS

**STIPULATED PROTECTIVE ORDER**

Complaint filed: January 6, 2020

Honorable Joseph C. Spero

Pursuant to Local Civil Rule 7-12, and to protect the confidential, private, proprietary, privileged, and/or trade secret information obtained by the parties in connection with this case, Plaintiff Marianne Kohlmann (“Plaintiff”) and Defendant Tyler Technologies Inc., (“Tyler” or “Defendant”) (together, the “Parties”) jointly move for and stipulate to the following protective order (“Protective Order”):

1           1.       Discovery may involve disclosure of private, proprietary, or confidential information  
2 and/or trade secrets entitled to confidential treatment. This Protective Order shall govern the  
3 production in this action of all documents and other information through formal discovery  
4 procedures and through the informal exchange of documents and information, including without  
5 limitation, pre-discovery disclosures, initial disclosures, documents in written and electronic form  
6 produced in response to requests for production of documents, answers to interrogatories, requests  
7 for admission, deposition and other oral testimony and disclosures (collectively, “Discovery  
8 Materials”).

9           2.       The provisions of this Protective Order shall apply to (i) the Parties to this action,  
10 including, in the case of parties other than individuals, their officers, directors, partners, in-house  
11 counsel and employees, (ii) counsel of record in this action, as well as associates, paralegals, legal  
12 assistants, secretarial and clerical employees, including outside copy services, who are assisting  
13 counsel in the prosecution and/or defense of this action, and (iii) any other person (or entity) who  
14 produces or provides Discovery Materials in this action and who agrees to be bound by the terms of  
15 this Protective Order.

16           3.       Any party or witness producing Discovery Materials which that party or witness  
17 believes in good faith are (i) unavailable to the public and contain private, confidential, or trade  
18 secret information, the disclosure of which would cause harm to Plaintiff’s or to Tyler’s business  
19 operations or privacy interest, or (ii) is entitled to protection under Federal Rule of Civil Procedure  
20 26(c), may designate the Discovery Materials as “CONFIDENTIAL.”

21           4.       A producing party or witness may designate as “CONFIDENTIAL,” in whole or in  
22 part, any Discovery Materials by advising all other parties and marking any copies of the document  
23 or material provided (in a manner not affecting legibility) with the word “CONFIDENTIAL.” Any  
24 party or non-party may obtain confidential treatment for Discovery Materials previously produced  
25 by any party or non-party without such designation if the party seeking the designation sends written  
26 notice of the designation to all other parties or non-parties in possession of the Discovery Materials,  
27 and marks and reproduces the Discovery Materials.

28

1           5.       Discovery Materials will not be disclosed except in accordance with the terms,  
2 conditions, and restrictions of this Protective Order. A non-producing party will not, except by  
3 written consent of the producing party or witness, use “CONFIDENTIAL” Discovery Materials for  
4 any purpose, including, without limitation, any business or commercial purpose, other than in  
5 connection with the prosecution and/or defense of this action.

6           6.       A non-producing party will not, without the consent of the producing party or  
7 witness, disclose “CONFIDENTIAL” Discovery Materials to any persons other than the following,  
8 and disclosure will be limited to the extent reasonably necessary for the prosecution and/or defense  
9 of this action:

10          (a)      Counsel of record in this action, as well as associates, paralegals, legal assistants,  
11 secretarial and clerical employees, including outside copy services, who are assisting counsel in the  
12 prosecution and/or defense of this action;

13          (b)      The named parties in this action and employees, officers, directors, and in-house  
14 counsel of named parties;

15          (c)      Any expert retained or consulted in connection with the prosecution and/or defense of  
16 this action, who will be required to execute Exhibit A to this Protective Order;

17          (d)      Any non-party deponents or witnesses at depositions or hearings, as reasonably  
18 necessary to give their testimony, who will be required to execute Exhibit A to this Protective Order;

19          (e)      Court reporters and stenographers, who will be required to execute Exhibit A to this  
20 Protective Order; and

21          (f)      The Court and any persons employed in the Court whose duties require access to  
22 “CONFIDENTIAL” Discovery Materials.

23       7.       Whenever possible, the attorney defending a deposition or other oral testimony  
24 involving “CONFIDENTIAL” Discovery Materials will affirmatively designate that testimony with  
25 the appropriate category of designation on the record. A party or the witness may also make such a  
26 designation after transcription by giving written notice identifying the information to be so  
27 designated by page and line number(s) to counsel of record within sixty (60) days from the date a  
28 copy of the transcript is received.

1           8. Any party may object to the designation of particular Discovery Materials as  
2 “CONFIDENTIAL” by giving written notice to the party or witness making the designation and to  
3 all other parties. The notice must identify with reasonable specificity the Discovery Materials the  
4 objection is directed and the basis for the objection. The Parties will attempt to resolve any dispute  
5 by the meet and confer process. If the dispute cannot be resolved, it will be the obligation of the  
6 party objecting to the designation to file an appropriate motion requesting a ruling by the Court that  
7 the disputed Discovery Materials not be designated “CONFIDENTIAL.” The motion must be  
8 brought under regular and proper notice and must be heard by the last date to hear all discovery  
9 motions prior to trial. The disputed Discovery Materials will continue to be treated as  
10 “CONFIDENTIAL” pending a ruling from the Court.

11           9. If any non-designating party seeks to file under seal with the Court any document  
12 designated as “CONFIDENTIAL” or any document containing information from Discovery  
13 Materials bearing such a designation, pursuant to this Protective Order, the filing party must comply  
14 with the procedures explained in Civil Local Rule 79-5.

15           10. Within sixty (60) days of the conclusion of this action, all “CONFIDENTIAL”  
16 Discovery Materials must be returned to the producing or providing party or witness, or at the option  
17 of and upon written request of the producing party, must be destroyed by the receiving party in  
18 possession of the “CONFIDENTIAL” Discovery Materials.

19           11. This Protective Order may be modified by written stipulation signed by the Parties or  
20 counsel or by order of the Court. Nothing in this Protective Order prohibits a party from seeking or  
21 receiving further protection of confidential information by stipulation, by application to the Court  
22 upon notice, or upon other order of the Court, or from seeking other or additional protective orders.

23           12. By this Protective Order, the Parties do not waive any rights to object to any  
24 discovery request, seek any further protective order, or seek relief from the Court from any provision  
25 of this Protective Order by application or notice on any grounds.

26           13. This Protective Order will not control the use of any evidence during the trial or any  
27 hearing of this case. However, nothing in this Protective Order will preclude either party from  
28

1 seeking the assistance of the Court in maintaining the confidential nature of any evidence that is  
2 presented at hearing or trial.

3 14. The fact that Discovery Material is or is not designated “CONFIDENTIAL” or that  
4 such material is disclosed in this litigation will not be construed in any other context or proceeding  
5 before any court, agency, or tribunal as a waiver or admission that the material is or is not  
6 confidential or proprietary.

7 15. The inadvertent production or disclosure of any confidential or privileged material in  
8 discovery or otherwise will not be deemed a waiver of any privilege at law or in equity or any rights  
9 or obligations arising from or related to this Protective Order. Any party receiving any such  
10 information shall return it upon request from the producing party. Upon receiving such a request as  
11 to specific information or documents, the receiving party shall return the information or documents  
12 to the producing party within five (5) business days, regardless of whether the receiving party agrees  
13 with the assertion of confidentiality. Disclosure of the information or documents by the other party  
14 prior to such later designation will not be deemed a violation of the provisions of this Protective  
15 Order.

16 16. The Court may impose any sanction for violations of this Protective Order that it is  
17 empowered to impose for violations of its orders generally. This Court shall retain jurisdiction over  
18 any and all disputes arising under this Protective Order, which may arise after the conclusion of the  
19 case.

20  
21 DATED: June 24, 2020

REED SMITH LLP

22  
23 By: /s/ Garrett C. Parks  
24 Paulo B. McKeeby (*Pro Hac Vice*)  
25 Garrett C. Parks  
26 Attorneys for Defendant  
27 Tyler Technologies, Inc.  
28

DATED: June 24, 2020

JHANS LAW

By: /s/ Siddharth Jhans

Siddharth Jhans  
Attorneys for Plaintiff  
Marianne Kohlmann

**SIGNATURE ATTESTATION**

Pursuant to Local Rule 5-1(i)(3), I, Garrett C. Parks, hereby attest under penalty of perjury that concurrence in the filing of this document has been obtained from all signatories by a conformed signature (/S/) within this e-filed document.

Dated: June 24, 2020

REED SMITH LLP

By: /s/ Garrett C. Parks

Paulo B. McKeeby (*Pro Hac Vice*)  
Garrett C. Parks  
Attorneys for Defendant  
Tyler Technologies, Inc.

**[PROPOSED] ORDER**

GOOD CAUSE APPEARING, it is hereby ORDERED that all parties to this action and their counsel comply with the provisions of the Parties' Stipulated Protective Order.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph C. Spero  
Chief U.S. Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *Kohlmann v. Tyler Technologies, Inc. et al.*, Case No. C 3:20-cv-00861 JCS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_